

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 08		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 16		3. EFFECTIVE DATE April 15, 2003		4. REQUISITION/PURCHASE REQ. NO. See Page 1.a		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22-P		7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS22-P/Carol Terrell 256-544-6710		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AI Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805				AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566			
				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047			
				X			
				10B. DATED (SEE ITEM 13) 02/15/02			
CODE 18279		CAGE CODE 004R1					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 1.a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.243-2 "Changes-Cost Reimbursement Alternate II Clause.
	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Incentive Fee Earned	Unearned Incentive Fee*	Contract Value	Total Sum Allotted
Previous	\$12,791,289	\$1,739,479	\$14,530,768	\$443,004	\$127,464	\$2,601	\$15,101,236	\$8,017,956
This Mod	\$ 116,787	\$ 0	\$ 116,787	\$ 7,007	\$ 0	\$ 0	\$ 123,794	\$ 2,086,091
New Total	\$12,908,076	\$1,739,479	\$14,647,555	\$450,011	\$127,464	\$2,601	\$15,225,030	\$10,104,047

See Page 2 for description.

*Unearned Fee is lost and therefore has not been added into the Contract Value amount above. The original contract value has been reduced by this amount in total to reflect the contract value as stated above.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Michael L. Sweigart	
15B. CONTRACTOR/OFFEROR		16B. DATE SIGNED	
(Signature of person authorized to sign)		ORIGINAL SIGNED BY BY MICHAEL L. SWEIGART (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	
		APR 18 2003	

DCN	Appropriation	Amount
4200008070	62-800-20-02-SAT292003D-62TD15	\$ 13,750.00
	62-800-19-02-SAT292003D -62TD15	2,500.00
	62-800-17-02-SAT292003D -62TD15	5,625.00
	62-110-40-41-SAT292003D-62SD12	37,000.00
	62-101-58-62-SAT292003D-62SD40	51,000.00
4200008073	62-379-02-05-HSF542003D-62CD70	60,000.00
4200008604	62-721-20-01-SAT292003D-62UP05	312,000.00
4200009804	62-379-01-03-HSF542003D-62CD60	59,216.00
	62-283-10-C6-HSF542003D-62CD60	106,000.00
	62-283-10-CD-HSF542003D-62CD01	136,000.00
	62-283-10-CS-HSF542003D-62CD02	110,000.00
	62-283-10-C4-HSF542003D-62CD40	233,000.00
	62-283-10-C5-HSF542003D-62CD50	162,000.00
	62-283-10-C7-HSF542003D-62CD70	302,000.00
	62-800-91-05-SAT292003D-62TD15	385,000.00
4200009397	62-SAT292003D-62MPSSN-FC400000	86,000.00
4200009265	62-334-20-00- SAT292003D-620S01	25,000.00
	Total	\$2,086,091.00

The purpose of this modification is to revise Attachment J-1, Performance Work Statement, WBS 5.0 to include 5.7 Conference Coordination, provide an equitable adjustment for the change, and to provide incremental funding pursuant to the "Limitation of Funds" clause and Contractor's letter dated April 10, 2003. The foregoing action is further implemented by the inclusion of the following changes:

1. Clause B.2 paragraph (a) is hereby deleted in its entirety and the attached Clause B.2 paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
2. Attachment J-1, Performance Work Statement, WBS 5.0, pages J-1-12 is hereby deleted in its entirety and the attached WBS 5.0, page J-1-12 is submitted in lieu thereof. (a vertical line in the right-hand margin indicates the specific areas of change)
3. The total equitable adjustment for the change is as follows:

Contract Year	Estimated Cost	Minimum Incentive Fee	Maximum Incentive Fee
Option Yr. 1	\$116,787	\$ - 0 -	\$7,007
Option Yr. 2	\$119,901	\$ - 0 -	\$7,194
Option Yr. 3	\$123,440	\$ - 0 -	\$7,406
Option Yr. 4	<u>\$127,115</u>	<u>\$ - 0 -</u>	<u>\$7,627</u>
Total	\$487,243	\$ - 0 -	\$29,234

4. In consideration of the modification(s) agreed to herein as complete equitable adjustment for the Contractor's proposal(s) for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal(s) for adjustment.

Contract Change Identification

Title

Modification 16

Conference Planning

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$ 5,901,094	\$1,739,479	0	\$ 260,127	\$ 7,900,700
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 652,598	0	0	\$ 39,156	\$ 691,754
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$ 6,254,384	0	0	\$ 274,793	\$ 6,529,177
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$ 100,000	0	0	\$ 6,000	\$ 106,000
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$ 6,376,832	0	0	\$ 282,705	\$ 6,659,537
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$ 100,000	0	0	\$ 6,000	\$ 106,000

Option Yr. 3	(A) Mission	02/15/05-02/14/06	\$6,497,496	-0-	-0-	\$290,487	\$6,787,983
Option Yr. 3	(B) IDIQ	02/15/05-02/14/06	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-02/14/07	\$6,618,315	-0-	-0-	\$298,274	\$6,916,589
Option Yr. 4	(B) IDIQ	02/15/06-02/14/07	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03		\$ TBD	
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ 0	\$ 0	\$ 0*
		08/15/02-02/14/03		TBD	
Option Yr. 1	(A) Mission	02/15/03-08/14/03		TBD	
		08/15/03-02/14/04		TBD	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03		TBD	
		08/15/03-02/14/04		TBD	
Option Yr. 2	(A) Mission	02/15/04-08/14/04		TBD	
		08/15/04-02/14/05		TBD	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04		TBD	
		08/15/04-02/14/05		TBD	
Option Yr. 3	(A) Mission	02/15/05-08/14/05		TBD	
		08/15/05-02/14/06		TBD	
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05		TBD	
		08/15/05-02/14/06		TBD	
Option Yr. 4	(A) Mission	02/15/06-08/14/06		TBD	
		08/15/06-02/14/07		TBD	
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06		TBD	
		08/15/06-02/14/07		TBD	

* No IDIQ tasks were physically completed during February 15, 2002, through August 14, 2002. All potential incentive fee associated with IDIQ tasks initiated during this period but not physically completed the reporting period will be rolled into the next reporting period (August 15, 2002, through February 14, 2003).

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$9,761,921. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2002 through July 11, 2003.

(b) An additional amount of \$342,126 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$7,714,604	\$2,047,317	\$9,761,921
Provisional Incentive Fee	175,888	38,774	214,662
Incentive Fee Earned	<u>127,464</u>	<u>0</u>	<u>127,464</u>
Total Sum Allotted	\$8,017,956	\$2,086,091	\$10,104,047

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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5.6.6 The Contractor shall provide reminder notices to participants prior to scheduled training.

5.6.7 The Contractor shall develop and maintain metrics relevant to the EDTeC, the MCLC 13, 14, and classroom usage.

5.7 Conference Coordination

5.7.1 The Contractor shall provide coordination to organize NASA sponsored conferences/symposia sponsored by the Center, both on-Center and away.

5.7.2 The Contractor shall provide support for multiple conferences/symposia occurring at the same time at various locations. Conferences/symposia may be on-site, in the local commuting area and/or at a distant location requiring overnight stay. The Contractor shall maintain contacts, technical experts, purchasing sources, and other resources to respond rapidly to last minute or quick turnaround requirements if necessary.

5.7.3 The Contractor shall determine all logistical/support requirements for conferences/symposia. The Contractor shall consolidate the conference/symposia requirements and submit them to the organization's technical monitor for approval.

5.7.4 The Contractor shall arrange all logistics associated with organizing conferences/symposia, to include catering, rooms, speaker support, and audiovisual equipment..

5.7.5 The Contractor shall arrange all logistics and coordination associated with collecting and disbursing of registration fees from non-government personnel attending the conference/symposia; and coordinate paying any speaker's fees. Any fees collected from non-government personnel by the Contractor will be reflected as a credit on the next voucher for payment submitted by the Contractor pursuant to clause G.1 of the contract. Any uncollected fees or conference costs with outstanding balances shall be reimbursed by the Government.

5.7.6 The Contractor shall attend and support conferences/symposia as needed to ensure they run smoothly, comfortably, and with a minimum of logistical problems. This will involve travel and making arrangements for conferences/symposia over 50 miles away from MSFC.

5.7.7 The Contractor shall evaluate the current systems for providing support and continually seek and recommend ways to improve the process, saving costs and time.

5.7.8 The Contractor shall develop meaningful and practical metrics and measure the level of cost savings from current baseline. Create, maintain and distribute products that convey these metrics to customers and management. The contractor shall show all costs associated with the above in a separate line category within their corporate 533 report each month.

6.0 TECHNOLOGY TRANSFER SUPPORT

The Contractor shall provide support services, as required, to assist NASA and MSFC in communicating and transferring technologies to the private sector. At present, no Contractor resources are required in this area.